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19 Attorneys for Creditors  
20 Carr & Ferrell LLP and Ezio Valdevit

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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

19  
20 In re: Creagri, Inc.  
21  
22 Debtor.

Case No. 4:20-bk-41289-CN

Chapter 7

20 Carr & Ferrell, LLP, and Ezio Valdevit,  
21 Plaintiff

Ad. Pro. No. 21-04040

22 v.

23 Dr. Roberto Crea, an individual, also known as  
24 Dr. Robert Crea; Caliscana, LLC, a California  
25 Limited Liability Company; Oliphenol, LLC, a  
26 Delaware Limited Liability Company;  
27 2199933 Ontario Inc., a Canadian  
28 Corporation; and DOES 1-20,

**FIRST AMENDED COMPLAINT FOR  
FRAUDULENT TRANSFERS,  
VIOLATIONS OF CALIFORNIA  
UNIFORM VOIDABLE TRANSACTIONS  
ACT, BREACH OF FIDUCIARY DUTY,  
BREACH OF CONTRACT, AND UNFAIR  
BUSINESS PRACTICES**

Defendants.

1 Ezio Valdevit (“Valdevit”) and Carr & Ferrell LLP (“Carr & Ferrell” and, with Valdevit  
2 collectively, “Plaintiffs”), have purchased the right to pursue certain claims against Dr. Roberto Crea  
3 and the other defendants from the Chapter 7 Bankruptcy estate referenced in the caption above.  
4 Plaintiffs are initiating this action to recover certain assets received by defendants, or their value, for  
5 application against Plaintiffs’ claims and for the benefit of the bankruptcy estate.

6 **PARTIES**

7 1. Creagri, Inc. (“Creagri” or the “Debtor”) is a California corporation and is the Debtor in  
8 the above-referenced bankruptcy case (the “Bankruptcy Case”).

9 2. Valdevit is an individual residing in California, is a creditor of the Debtor, and filed a  
10 proof of claim in the Bankruptcy Case on June 30, 2021 for \$3,208,488.58.

11 3. Carr & Ferrell is a limited liability partnership established in the State of California, is a  
12 creditor of the Debtor, and filed a proof of claim in the Bankruptcy Case on May 12, 2021 for  
13 \$878,986.47.

14 4. Plaintiffs acquired from the Chapter 7 Trustee of the Debtor’s bankruptcy estate (the  
15 “Estate”) all of the Estate’s right, title, and interest in any and all claims of any kind that the Estate has  
16 or may have against Dr. Crea (defined below), any person or entity related to Dr. Crea, any entity in  
17 which Dr. Crea has an interest, and any person or entity to whom or which any of the Debtor’s assets  
18 were transferred either before or after the Debtor filed its bankruptcy petition on August 3, 2020. The  
19 purchased claims acquired include, but are not limited to, claims under 11 U.S.C. §§ 544, 547, 548,  
20 and 549, and any other claims that may exist under federal or state law.

21 5. Plaintiffs are informed and believe, and thereon allege, the Debtor is currently  
22 suspended by the California Secretary of State.

23 6. Dr. Roberto Crea (“Dr. Crea”) is an individual. Plaintiffs are informed and believe, and  
24 thereon allege, that Dr. Crea resided in the State of California at the time all of the events alleged  
25 below occurred, and that he has sometimes used the name Dr. Robert Crea. As of the date of filing  
26 this action, Dr. Crea is the Debtor’s responsible individual in the Bankruptcy Case. At all times  
27 relevant to this action, Dr. Crea held a controlling interest in the shares of Creagri.

28 7. Caliscana, LLC (“Caliscana”) is a limited liability company established in the State of

1 California on or about January 7, 2019. Plaintiffs are informed and believe that at all times relevant to  
2 this action, Dr. Crea was and continues to be the sole manager and member of Caliscana.

3       8.     Oliphenol, LLC (“Oliphenol”) is a limited liability company established in the State of  
4 Delaware and is registered as a foreign limited liability company with the Secretary of State of the  
5 State of California. Plaintiffs are informed and believe, and thereon allege, that at all times relevant to  
6 this action, Dr. Crea was and continues to be the Chief Executive Officer, Chief Science Officer, and a  
7 major Member of Oliphenol.

8       9.     Plaintiffs are informed and believe, and thereon allege, that 2199933 Ontario Inc.  
9 (“Ontario Inc.”) is a corporation organized under the laws of the Province of Ontario, Canada.

10      10.    Plaintiffs do not know the true names and capacities, whether individual, corporate,  
11 associate or otherwise, of Defendants DOES 1 through 20, inclusive, and therefore sue said  
12 Defendants under fictional names. Plaintiffs allege, upon information and belief, that each fictionally  
13 named Defendant has participated directly or indirectly in the wrongful acts herein alleged or obtained  
14 an interest in the property Plaintiffs seek to recover. Plaintiffs will amend this Complaint to show  
15 their true names and capacities if and when the identities of said persons become known to them. All  
16 of the named Defendants and DOES 1 through 20 are herein collectively referred to as “Defendants.”

#### 17                                  JURISDICTION AND VENUE

18      11.    This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §1334.

19      12.    Venue is proper before this Court pursuant to 28 U.S.C. §1409(a) by virtue of the  
20 above-referenced Bankruptcy Case pending before the United States Bankruptcy Court for the  
21 Northern District of California, Oakland Division.

22      13.    Creagri filed for bankruptcy under Chapter 7 of Title 11 of the United States Code (the  
23 “Bankruptcy Code”) on August 3, 2020.

24      14.    This Complaint is filed pursuant to Fed. R. Bank. Proc. 7001(1), (2), (7) and (9).

25      15.    This adversary proceeding is a core proceeding pursuant to 28 U.S.C. §157(b)(2) (A),  
26 (E), (F), (H), (K) and (O).

27      16.    The claims for relief are brought under the provisions of the Bankruptcy Code and  
28 applicable state law. The Bankruptcy Court has jurisdiction to enter final orders and judgments as to

1 the claims under the Bankruptcy Code, and Plaintiffs consent to entry by this Court of final orders and  
2 judgments regarding all of their claims for relief.

3 **BACKGROUND FACTS**

4 17. After the filing of the Bankruptcy Case, the Chapter 7 Trustee took extensive testimony  
5 from the Debtor's responsible individual, Dr. Crea, and obtained documents from Dr. Crea on behalf  
6 of the Debtor. Carr & Ferrell also conducted a Rule 2004 examination of Dr. Crea. Many of the  
7 allegations below are based on documents and testimony provided during that process, collectively  
8 referred to herein as the "Debtor's Information."

9 18. The Debtor's Information shows that this action involves an insider's "looting" of a  
10 corporation shortly before filing of a bankruptcy case. In 2018 and 2019, Dr. Crea – the Debtor's  
11 President, CEO, and majority shareholder – arranged for Creagri to "sell" all its assets to himself in his  
12 individual capacity; then assigned those assets to Caliscana, a corporate entity entirely in his control;  
13 and then had Caliscana transfer the same assets to Oliphenol, a new company Dr. Crea formed with  
14 new third-party investors. Dr. Crea received cash and a position running the new company. But the  
15 only purported compensation Creagri received was the "cancellation" of certain promissory notes that  
16 Dr. Crea himself held, which notes were unsecured and unenforceable because they had been in  
17 default for well beyond the governing statute of limitations. Creagri's many other creditors received  
18 nothing. The details of these transactions were as follows:

19 **Corporate Formation and 2004 & 2008 Investments**

20 19. Based upon the Debtor's Information, Creagri was formed originally as a limited  
21 liability company and subsequently converted to a corporation. The company's business purpose was  
22 to develop olive oil-based health products for sale to distributors and consumers.

23 20. The Debtor's Information shows that in 2002, Creagri sought venture capital  
24 investment and obtained a commitment of approximately \$6.3 million from third-party venture capital  
25 funds, among others. Certain independent investors (the "Investors") invested approximately \$5  
26 million in Creagri in exchange for certain preferred stock ("Preferred Shares"). As a condition for  
27 their investment (the "2002 Investment"), the Investors required that Dr. Crea cancel certain  
28 promissory notes he held from Creagri and take a larger equity interest in Creagri instead.

1       21. The Debtor's Information further shows that in 2004, Creagri sought additional  
2 investment from the Investors. To facilitate such investment, Creagri issued \$2 million in convertible  
3 promissory notes (the "2004 Bridge Notes"). The Debtor's Information shows that approximately  
4 \$530,000 of the 2004 Bridge Notes were issued to Dr. Crea, as note holder, and the remainder were  
5 issued to certain of the Investors.

6       22. The 2004 Bridge Notes are substantially identical, are dated February 15, 2004, and  
7 were due to be paid July 31, 2004. The 2004 Bridge Notes were convertible to shares in the company  
8 upon certain qualifying events, which events never occurred.

9       23. The 2004 Bridge Notes are executed on behalf of Creagri by Dr. Crea, and Dr. Crea  
10 testified that he was CEO and a member of the Board of Directors of Creagri at the time he executed  
11 them.

12       24. Plaintiffs are informed and believe, and thereon allege, that at the time Dr. Crea  
13 executed the 2004 Bridge Notes on behalf of Creagri, he had no reason to believe that the company  
14 would be able to pay the notes when they were due. Plaintiffs are informed and believe, and thereon  
15 allege, that the Investors had no reason to believe that Creagri would be able to pay the 2004 Bridge  
16 Notes when they became due, either.

17       25. Based on the Debtor's Information, the 2004 Bridge Notes were not secured, and all of  
18 the purported lenders for the 2004 Bridge Notes were shareholders of Creagri. No part of the 2004  
19 Bridge Notes were paid by Creagri or any other party. Accordingly, although the transactions  
20 evidenced by the 2004 Bridge Notes were styled as loans, they were, in fact, further capital  
21 investments in Creagri by Dr. Crea and the Investors.

22       26. Based on the Debtor's Information, in 2008 the Investors sought to withdraw from the  
23 investment. Creagri entered into a second "bridge" financing by issuing convertible promissory notes  
24 to certain of the Investors (the "2008 Bridge Notes"). The Debtor's Information again shows that all of  
25 the lenders for the 2008 Bridge Notes were shareholders of Creagri. The 2008 Bridge Notes are  
26 substantially identical, were issued on May 1, 2008, and were due December 31, 2008. Attached  
27 hereto as Exhibit A is a true and correct copy of one of the 2008 Bridge Notes that was produced by  
28 Dr. Crea.

1       27. The 2008 Bridge Notes were again signed by Dr. Crea on behalf of Creagri. Plaintiffs  
2 are informed and believe, and thereon allege, that when the 2008 Bridge Notes were executed, neither  
3 the Investors nor Dr. Crea had any reason to believe Creagri would be able to pay the 2008 Bridge  
4 Notes when they were due, or at any other time.

5       28. Based on the Debtor's Information, the total face value of the 2008 Bridge Notes was  
6 \$985,331.10. Of that amount, approximately \$425,000 in value was attributed to notes held by entities  
7 owned and controlled by Dr. Crea. The 2008 Bridge Notes provided for interest to accrue at the rate  
8 of 12% per year in violation of California usury laws. Attached hereto as Exhibit B is a true and  
9 correct copy of a spreadsheet provided by Dr. Crea which, according to the Debtor's Information,  
10 reflects an accurate allocation of the 2004 Bridge Notes and the 2008 Bridge Notes.

11        29. Based on the Debtor's Information, although the 2008 Bridge Notes are described as  
12 "secured," no security agreement for said notes was signed.

13           30. According to the Debtor's Information, none of the 2008 Bridge Notes were paid when  
14 due by Creagri or any other party, and no action was taken by any party to enforce the 2008 Bridge  
15 Notes. Accordingly, although the 2008 Bridge Notes were styled as loans, they were, in fact, further  
16 capital investments in Creagri by Dr. Crea and the Investors.

## **Dr. Crea's Buyout of the Investors**

18        31.      Based on the Debtor’s Information, in April of 2009 Dr. Crea entered into a series of  
19 agreements to acquire all of the Investors’ interests in the 2004 Bridge Notes, the 2008 Bridge Notes,  
20 and the Preferred Shares (the “2009 Transaction”).

21       32. The Debtor's Information shows that Dr. Crea, individually and through entities owned  
22 and controlled by him, paid the Investors approximately \$3 million in exchange for transferring the  
23 Investors' interests in the 2004 Bridge Notes, the 2008 Bridge Notes, and the Preferred Shares to Dr.  
24 Crea.

25           33. Based on the Debtor's Information, the 2009 Transaction did *not* include any  
26 assignment of any security agreements between the Investors and Creagri, or of any liens against  
27 Creagri's assets. To the contrary, the Debtor's Information shows that the Investors released, and did  
28 not assign, any liens they might have had against Creagri's assets as part of the 2009 Transaction.

1       34. Attached hereto as Exhibit C is a true and correct copy of the agreement that documents  
2 the 2009 Transaction--a Stock and Notes Purchase and Sale Agreement--which was provided by Dr.  
3 Crea (the “2009 Note and Stock Purchase Agreement”). The 2009 Note and Stock Purchase  
4 Agreement contains an express release of all of the Investors’ liens at Section 6.2.

5       35. Based on the Debtor's Information, to the extent Dr. Crea or any entity controlled by  
6 him acquired the Investors' interests in the 2004 Bridge Notes, the 2008 Bridge Notes, or any other  
7 interests held by the Investors, such acquisition was unsecured by any asset of Creagri.

8       36. Plaintiffs are informed and believe and thereon allege that the recordation in 2015 by  
9 Dr. Crea of a financing statement referencing 2008 Bridge Notes with the California Secretary of State  
10 did not create a new security interest in the Debtor's assets or revive the old ones (if they existed), as  
11 the underlying security agreements (if any existed) had been terminated by the Investors in the 2009  
12 Transaction.

37. Pursuant to the 2009 Note and Stock Purchase Agreement, the purchase price for the  
promissory notes and preferred shares held by the Investors was allocated as follows:

15	Preferred shares:	\$1,617,000
16	2004 Bridge Notes:	\$473,548
17	2008 Bridge Notes:	\$909,280

18        38. The Debtor's Information shows that, as of the time of the 2009 Transaction, the 2004  
19 Bridge Notes had already been in default and remained unpaid, and the 2008 Bridge Notes had been in  
20 default since December 31, 2008 and remained unpaid.

21       39. Based on the Debtor's Information, at no time within four years after either of the  
22 default dates or the date of the 2009 Transaction, did Dr. Crea attempt to collect on either the 2004  
23 Bridge Notes or the 2008 Bridge Notes, and there is no written acknowledgement of the debt or tolling  
24 agreement during that time. Thus, Plaintiffs are informed and believe and thereon allege that at a time  
25 no later than December 14, 2014, the holder of the 2008 Bridge Notes was barred from bringing an  
26 action to collect them and the 2008 Bridge Notes no longer represented a right to payment.

# Renovo Negotiations

28 40. The Debtor's Information shows that during 2016 and 2017, the Debtor had ongoing

1 | discussions with a company in Italy called “Renovo” a potential joint venture.

2           41. The Debtor's Information reveals that in or around September 2018, the Debtor and  
3 Renovo entered into an agreement whereby the Debtor would sell its intellectual property and certain  
4 contracts to a new company for \$1,750,000. Plaintiffs are informed and believe and thereon allege  
5 that the sale did not include the Debtor's inventory. The Debtor's Information reveals that the Debtor  
6 subsequently valued its inventory at approximately \$762,000.

## The 2019 Transaction

8        42. Based on the Debtor’s Information, between December 2018 and January 2019,  
9 Creagri, Dr. Crea, Caliscana, Oliphenol, and Ontario Inc. entered into a multi-part agreement that  
10 resulted in Oliphenol acquiring all the assets of Creagri without any of its liabilities, subject to a  
11 security interest to be held by Ontario, Inc. in all of the assets. The transaction resulted in Dr. Crea or  
12 his controlled company Caliscana receiving all of the proceeds and Creagri receiving nothing (the  
13 “2019 Transaction”).

43. The 2019 Transaction is documented in a series of documents all of which are dated  
14 between mid-December 2018 and February 2019. Most of the documents appear to have been  
15 prepared by the same office with the same formatting, type font and drafting style. Most of the  
16 documents are dated February 5, 2019, written in the same handwriting. The documents appear to  
17 have been part of a single “closing book.” The Plaintiffs are informed and believe and thereon allege  
18 that the various parts of the 2019 Transaction were intended by all parties, including by Dr. Crea and  
19 Raymond Chyc, to be a single transaction. The 2019 Transaction had at least four components:  
20

## **Creagri Assets Transferred from Debtor to Dr. Crea**

22       44. Dr. Crea arranged for Creagri to transfer all of its assets to himself, in his personal  
23 capacity, without taking on any of its liabilities (the “Creagri Transfer”). The Creagri Transfer was  
24 evidenced by a document entitled Sale of Assets to Secured Creditor dated as of December 17, 2018  
25 (the “Creagri Sale Agreement”). A true and correct copy of the Creagri Sale Agreement which was  
26 provided by the Debtor is attached hereto as Exhibit D.

27        45. The Creagri Sale Agreement appears to be signed by Dr. Crea in his individual capacity  
28 and by Anthony DiLio as Chairman of the Board.

1       46. Plaintiffs are informed and believe and thereon allege that neither the Creagri Transfer  
2 nor the Creagri Sale Agreement were ever approved by a properly-called board of directors meeting  
3 nor by a shareholder vote. The Debtor's Information reflects a document purporting to be a resolution  
4 by the Debtor's board of directors which was unsigned. The Debtor's Information also reflects a  
5 document purporting to be minutes of a stockholder meeting approving the sale, despite the fact that  
6 no such meeting was ever called. Attached as Exhibit E is a true and correct copy of the document  
7 provided by Dr. Crea as part of the 2009 Transaction reflecting the purported shareholder meeting  
8 minutes.

9       47. Exhibit E asserts that it records the vote of "stockholders" but it does not identify the  
10 date, or the identity of the stockholders, whether there was a quorum, who made the motion, or  
11 whether Dr. Crea, who was to directly benefit from the proposed transaction, voted. Only Dr. Crea  
12 appears to have signed it.

13       48. Under the Creagri Sale Agreement, Creagri purported to sell, convey, assign, transfer  
14 and deliver to Dr. Crea all of Creagri's right, title and interest in and to, among other things, all of  
15 Creagri's tangible personal property, including its inventory; data and records; patents, trademarks and  
16 copyrights; and other intellectual property rights (collectively, the "Creagri Assets").

17       49. The only purported consideration to Creagri provided for in the Creagri Sale  
18 Agreement was the cancellation of the 2008 Bridge Notes, which, in light of the 2009 Transaction,  
19 were held by Dr. Crea. Based on the Debtor's Information, Creagri and its other creditors received no  
20 consideration of any kind.

21       50. Except for the self-serving recitations in the Creagri Sale Agreement—which appears  
22 not to have been approved by either the Board of Directors or by the shareholders—the Debtor's  
23 Information does not reflect that the obligations under 2008 Bridge Notes had ever been reaffirmed by  
24 the Debtor after the Notes had expired and the statute of limitations had run. The Plaintiffs are  
25 informed and believe, and thereon allege, that the Debtor would have had no business reason to  
26 reaffirm the 2008 Bridge Notes after they had expired. Thus, at the time of the 2019 Transaction, the  
27 2008 Bridge Notes did not represent a right to be paid by the holder.

28       51. The Creagri Sale Agreement also recites that Dr. Crea is "foreclosing" on his security

1 interest in the Creagri Assets. Based on the Debtor's Information, no security interest ever secured the  
2 2008 Bridge Notes.

3       52.      The Debtor's Information reflects that the 2008 Bridge Notes were never actually  
4 cancelled. The Plaintiffs are informed and believe that that Dr. Crea never filed a UCC3 notice of  
5 termination of the alleged security interest with the California Secretary of State.

6       53.      The 2019 Transaction is documented in a series of documents all of which are dated  
7 between mid December 2018 and February 2019. Most of the documents appear to have been  
8 prepared by the same office with the same formatting, type font and drafting style. Most of the  
9 documents are dated February 5, 2019, written in the same handwriting. The documents appear to  
10 have been part of a single "closing book." The Plaintiffs are informed and believe and thereon allege  
11 that the various parts of the 2019 Transaction were intended by all parties, including by Dr. Crea and  
12 Raymond Chyc, to be a single transaction.

13                  **Dr. Crea Transfers Creagri Assets from Himself to the Shell Company Caliscana**

14       54.      The Debtor's Information shows that Dr. Crea purported to transfer all of his interest in  
15 the Creagri Assets to an entity he formed to hold the assets, Caliscana. Plaintiffs are informed and  
16 believe and thereon allege that Caliscana was created on January 7, 2021. This transfer of the Creagri  
17 Assets from Dr. Crea to Caliscana occurred on the same day, according to the Debtor's documents,  
18 and was further documented on January 15, 2019. (collectively, the "Caliscana Transfer Documents").  
19 True and correct copies of the Caliscana Transfer Documents are attached hereto as Exhibit F.

20       55.      The Caliscana Transfer Documents state that the transfer of the Creagri Assets to  
21 Caliscana was "for good and valuable consideration," but neither document specifies what  
22 consideration (if any) was provided. Plaintiffs are informed and believe, and thereon allege, that there  
23 was no consideration for this transfer, and that Dr. Crea used his wholly-owned company Caliscana for  
24 the purpose of transferring the Creagri Assets to impede Creagri's creditors in their pursuit of the  
25 assets.

26       56.      Plaintiffs are informed and believe that Caliscana never had any independent business,  
27 owned any significant assets other than holding the Creagri Assets for two weeks before handing them  
28 to Oliphenol, and then holding the interest in Oliphenol and the proceeds of the sale on behalf of Dr.

1 | Crea.

## **Dr. Crea Transferred Creagri Assets from the Shell Company Caliscana to Oliphenol**

3       57. The Debtor's Information shows that Dr. Crea and two new investors, Raymond Chyc  
4 and Steve Stansell, sometimes doing business as James Henry Innovations, became members and  
5 officers of a new entity, Oliphenol, in December 2018 or January of 2019. Plaintiffs are informed and  
6 believe and thereon allege that Raymond Chyc (or companies controlled by him) owned more than  
7 20% of Oliphenol.

8       58.     Dr. Crea purported to transfer all of the Creagri Assets from Caliscana to Oliphenol.  
9 That transfer was documented in an Asset Purchase Agreement dated as of January 21, 2019 (the  
10 "Oliphenol Sale Agreement"). A true and correct copy of the Oliphenol Sale Agreement which was  
11 provided by Dr. Crea on behalf of the Debtor is attached hereto as Exhibit G.

12        59. Based on the Debtor’s Information, Dr. Crea, directly and through entities owned and  
13 controlled by him, received payment totaling \$1,750,000, plus a 40% ownership interest in Oliphenol  
14 as a result of the 2019 Transaction. Dr. Crea also became the CEO and CSO of Oliphenol. Thus the  
15 face value of the Creagri Assets as reflected in that transaction appears to have been at least  
16 \$2,450,000—the cash value paid, plus 40% of the value of the assets received. This estimate does not  
17 include the additional value of the inventory included in the Creagri Assets.

18       60. Dr. Crea was more than 20% owner of the Debtor and was its chief officer. As a result  
19 of the 2019 Transaction Dr. Crea, or an entity controlled by him, became owner of more than 20%  
20 owner of Oliphenol and became its chief officer. Plaintiffs are informed and believe and thereon  
21 allege that at the time of the 2019 Transaction, Oliphenol was an affiliate of the Debtor and an insider  
22 of the Debtor.

## **Dr. Crea and Oliphenol Transfer a Security Interest in Creagri Assets to Ontario Inc., an Insider of Oliphenol**

25       61. The Debtor's Information shows that \$250,000 of the purchase price in the 2019  
26 Transaction was styled as a "loan" from Ontario Inc. to Dr. Crea personally, which was then  
27 "assumed" by Oliphenol and "secured" to Ontario Inc. with a general security interest in all of  
28 Oliphenol's assets. Plaintiffs are informed and believe and thereon allege that at the time of the

1 transaction the only assets held by Oliphenol were the Creagri Assets (or the funds with which to  
2 purchase them, as the transactions appear to have been more or less simultaneous.)

3       62. The Debtor's Information reflects that at the time of the 2019 Transaction Oliphenol  
4 was more than 20% owned by Raymond Chyc, and that Raymond Chyc was an officer of the  
5 company. The Debtor's Information further reflects that Raymond Chyc was the sole owner of Ontario  
6 Inc. The Debtor's Information further reflects that Raymond Chyc was the party other than Dr. Crea  
7 who was primarily responsible for designing and implementing the 2019 Transaction.

8       63. Plaintiffs are informed and believe and thereon allege that Ontario Inc. is also an insider  
9 of the Debtor.

10       64. Plaintiffs are informed and believe and thereon allege that Raymond Chyc and Dr. Crea  
11 structured the 2019 Transaction specifically to create a security interest in the Creagri Assets then  
12 owned by Oliphenol to be held by Ontario Inc.—a foreign company. The purpose of the transaction  
13 was to defeat Creagri's creditors.

14       65. Oliphenol and Ontario Inc. are parties to a "Debt Assumption Agreement," dated  
15 February 5, 2019, attached as Exhibit H, and included in what appears to have been the closing book  
16 for the 2019 Transaction. The recitals of that agreement reflect that Ontario Inc. (owned 100% by  
17 Raymond Chyc) loaned \$250,000 to Dr. Crea in December of 2018. It appears that loan was  
18 unsecured. It also states that Dr. Crea was the sole member of Caliscana, that Dr. Crea had transferred  
19 the Creagri Assets to Caliscana, and from there to Oliphenol, and that Oliphenol would pay for part of  
20 the assets from Caliscana by assuming the debt from Dr. Crea. (Nowhere does the document explain  
21 why Dr. Crea is being paid for the assets that were purportedly provided by Caliscana.) The "Debt  
22 Assumption Agreement" states that it is part of the asset purchase transaction of Creagri Assets by  
23 Oliphenol.

24       66. Plaintiffs are informed and believe, and thereon allege, that the purpose of the 2019  
25 Transaction was to transfer all assets of Creagri's business, including the trademarks "OLIVENOL,"  
26 "OLIVENOL PLUS," and "HIDROX" and all related patents and intellectual property, to continue  
27 Creagri's business without paying Creagri's creditors.

28       67. Further, Plaintiffs are informed and believe, and thereon allege, that once the 2019

1 Transaction was complete, Oliphenol began using the Creagri Assets for its own business, including  
2 by selling product acquired from Creagri to Creagri's customers.

3       68. Plaintiffs are informed and believe, and thereon allege, that no shareholder meeting was  
4 held in connection with the 2019 Transaction, that Dr. Crea did not inform any of the shareholders of  
5 Creagri of the 2019 Transaction before it was completed, and that no bulk-sale notice was given in  
6 connection with the 2019 Transaction.

7       69. Due to Creagri's failure to pay its debts to Plaintiffs, Plaintiffs have been forced to  
8 retain the undersigned counsel, and have incurred legal expenses which are recoverable under several  
9 of the legal theories alleged below.

## **FIRST CLAIM FOR RELIEF**

**(Fraudulent Transfer --11 U.S.C. § 548(a)(1)(A)  
Against Roberto Crea & Caliscana)**

13       70. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
14 forth above in Paragraphs 1 through 69, and paragraph 83 below.

15       71.      The 2019 Transaction began with Dr. Crea transferring the Debtor's property--the  
16 Creagri Assets--from the Debtor to Dr. Crea, who immediately transferred it to his wholly-owned  
17 company, Caliscana.

**18**      72. The 2019 Transaction occurred within two years of the Debtor filing its bankruptcy  
**19** petition.

20       73.     Although Caliscana is nominally a separate entity from Dr. Crea, its form as a separate  
21 LLC must be disregarded, as Caliscana existed solely for the purpose of transferring the Creagri  
22 Assets from the Debtor to Oliphenol, and thereby create the illusion of a separate step between Creagri  
23 and Oliphenol. Specifically:

a. Caliscana was created on December 7, 2018, the same day that Dr. Crea purportedly transferred the Creagri Assets to it.

b. Dr. Crea was the sole member and manager of Caliscana pursuant to the Statement of Information filed with the Secretary of State of California.

c. Caliscana was registered as having the address of 1205 Lakeview Dr.,

1 Hillsborough, CA, which is shown on Creagri Inc.'s schedules as being the personal address of  
2 Dr. Crea.

3 d. Plaintiffs are informed and believe, and thereon allege that Dr. Crea and  
4 Caliscana used the same attorney.

5 e. Plaintiffs are informed and believe and thereon allege that Caliscana did not  
6 have a separate business of any kind, any employees, any capitalization, or any assets; and that  
7 it was a mere conduit for passing the Creagri Assets to Oliphenol, and to hold the interest in  
8 Oliphenol for the benefit of Dr. Crea.

9 f. Pursuant to the documents provided by Dr. Crea, he transferred the assets from  
10 Caliscana to Oliphenol pursuant to the agreement dated January 21—two weeks after  
11 Caliscana was formed.

12 g. Plaintiffs are informed and believe and thereon allege that all of the funds paid  
13 for the Creagri Assets on behalf of Oliphenol were paid to Dr. Crea, or, if paid to Caliscana,  
14 was immediately paid to or on behalf of Dr. Crea.

15 74. Plaintiffs are informed and believe and thereon allege that the 2019 Transaction was  
16 made by Dr. Crea through Caliscana with the intent to hinder, delay and defraud the Debtor and the  
17 Debtor's creditors by transferring all of the Creagri Assets to a new company—Oliphenol—withou  
18 compensation to the Debtor and with only Dr. Crea and the other Defendants benefiting from the  
19 transaction. Factors supporting this allegation are also set forth in paragraph 84 below.

20 WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

21 **SECOND CLAIM FOR RELIEF**

22 **(Fraudulent Transfer Under 11 U.S.C. § 548(a)(1)(B)  
23 Against Roberto Crea and Caliscana)**

24 75. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
25 forth above in Paragraphs 1 through 74.

26 76. The 2019 Transaction was a transfer of an interest of the Debtor's property—namely, the  
27 Creagri Assets.

28 77. The 2019 Transaction occurred within 2 years of the filing of the petition initiating the

1 Bankruptcy Case.

2       78.      Creagri received less than a reasonably equivalent value in exchange for the Creagri  
3 Assets.

4       79.      The alleged cancellation of the 2008 Bridge Notes held by Dr. Crea, which was  
5 purportedly the consideration to the Debtor in exchange for the Creagri Assets, had no value as by  
6 2019, the Notes did not evidence the right to be paid any amount. In particular:

7               a.     By the time of the 2019 Transaction, the 2008 Bridge Notes were not secured by  
8 a security interest in any of the Debtor's property.

9               b.     By the time of the 2019 Transaction, the 2008 Bridge Notes were in default well  
10 beyond the limitations period for an enforcement action.

11               c.     Plaintiffs are informed and believe, and thereon allege, that the Debtor did not  
12 take any action to reaffirm the obligation represented by the 2008 Bridge Notes after the 2009  
13 Transaction. Plaintiffs are further informed and believe, and thereon allege that the recitation in  
14 the Creagri Sale Agreement that purportedly stated the amount due on the 2008 Bridge Notes  
15 was written by Dr. Crea or one of his agents for his own benefit and did not represent an  
16 acknowledgement by the Debtor of the Debt.

17               d.     Plaintiffs are informed and believe, and thereon allege that the 2008 Bridge  
18 Notes were not actually cancelled as part of the 2019 Transaction.

19       80.      In the alternative, should it be determined that the 2008 Bridge Notes had some value at  
20 the time of the 2019 Transaction, and that the 2008 Bridge Notes were actually cancelled, Plaintiffs  
21 are informed and believe that the value of such cancellation was less than reasonably equivalent to the  
22 value of the Creagri Assets that were transferred. In particular, and without limitation, the amount that  
23 was stated as "due" in the Creagri Sale Agreement, and thus forgiven, appears to include ten years of  
24 accrued interest at the usurious rate of 12%. The alleged "agreed value" of the Creagri Assets at  
25 \$1,750,000 is based on the "Renovo Negotiation," described in paragraphs 39 and 40 above, which did  
26 not include the value of the Debtor's inventory.

27       81.      Plaintiffs are informed and believe and thereon allege, that the Debtor was insolvent at  
28 the time, or became insolvent, as a result of the 2019 Transaction because the transaction left the

1 Debtor with no assets and several million dollars in debt.

2 WHEREFORE, Plaintiffs respectfully requests the relief hereinafter set forth.

3 **THIRD CLAIM FOR RELIEF**

4 **(Violations of California Uniform Voidable Transactions Act, Cal. Civil Code §§ 3439.04(1) et  
seq., Against Roberto Crea and Caliscana)**

6 82. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
7 forth above in Paragraphs 1 through 74.

8 83. At the time of the 2019 Transaction, and at all times thereafter, Plaintiffs have had a  
9 right to payment from Creagri, as follows:

10 a. Valdevit had a right to payment as the holder of 17 promissory notes executed  
11 by Creagri between September 29, 2010, and February 1, 2015 (the “Valdevit Notes”). Each  
12 of the Valdevit Notes was due and payable in full upon Valdevit’s demand. Valdevit made a  
13 demand for payment on December 22, 2017, less than six years before the Bankruptcy Case  
14 was filed. The Valdevit Notes therefore remain enforceable obligations of the Debtor.

15 b. Creagri owed Carr & Ferrell money for legal services rendered, for which  
16 Creagri was responsible under a written agreement with Carr & Ferrell (the “Carr & Ferrell  
17 Engagement Letter”), and which Creagri failed to pay within four years of the filing of the  
18 Bankruptcy Case.

19 84. Plaintiffs are informed and believe, and thereon allege, that in the 2019 Transaction by  
20 Dr. Crea, through his company Caliscana, transferred the Creagri Assets with the intent to defraud  
21 Valdevit, Carr & Ferrell, and Creagri’s other creditors. The factors showing fraudulent intent based on  
22 the Debtor’s Information include the following:

23 a. The Creagri Assets were transferred to an insider of Creagri – namely, Dr. Crea.  
24 b. No shareholder meeting of Creagri was held in connection with the 2019  
25 Transaction, and Dr. Crea did not inform any of the Creagri shareholders of the 2019  
26 Transaction before it was completed.

27 c. Before the 2019 Transaction, Creagri had been sued and a judgment had been  
28 obtained against it.

d. The 2019 Transaction involved a transfer of substantially all of Creagri's assets.

e. Creagri received no consideration for the sale of the Creagri Assets because the accessory notes that were purportedly cancelled as part of the sale were unenforceable and were not actually cancelled in the 2019 Transaction.

f. Creagri was insolvent at the time of the 2019 transaction, or became insolvent the 2019 Transaction, as evidenced by Creagri's lack of assets and significant debt and owing of the Bankruptcy Case after the transaction.

g. The 2019 Transaction occurred shortly before a large payment was due from Creagri to one of its former landlords as a result of Creagri's defaults under a lease.

10        85. Plaintiffs were injured as a result of the 2019 Transaction because the transaction  
11 resulted in the loss of substantially all of Creagri's Assets without any payment to the Debtor or its  
12 creditors, including Plaintiffs.

13        86. Plaintiffs are informed and believe, and thereon allege, that had the 2019 Transaction  
14 never occurred, the Debtor could have repaid some or all of its debts to Plaintiffs. The Creagri Assets  
15 had value, as evidenced by the Renovo negotiations and the new third-party investors' payment of  
16 \$1,750,000 to Dr. Crea as part of the 2019 Transaction plus 40% ownership in the new company  
17 Oliphenol. The 2019 Transaction was therefore a substantial factor causing the injuries to Plaintiffs.

18        87. This claim for relief is brought by the Plaintiffs directly on their own behalf, and on  
19 behalf of the Bankruptcy Estate under Bankruptcy Code Section 544.

WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

## **FOURTH CLAIM FOR RELIEF**

**(Fraudulent Transfer Under 11 U.S.C. §§ 548(a)(1)(A) and 550 Against Oliphenol)**

23        88. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
24 forth above in Paragraphs 1 through 74, and 84.

25        89. The 2019 Transaction began with Dr. Crea transferring the Debtor's property--the  
26 Creagri Assets--from the Debtor to Dr. Crea, who immediately transferred it to his wholly-owned  
27 company, Caliscana. Caliscana then immediately transferred the Creagri Assets to Oliphenol.

**28** 90. The 2019 Transaction occurred within two years of the Debtor filing its bankruptcy

1 | petition.

2        91.     Although Caliscana is nominally a separate entity from Dr. Crea, its form as a separate  
3 LLC must be disregarded, as Caliscana existed solely for the purpose of transferring the Creagli  
4 Assets from the Debtor to Oliphenol, and thereby to create the illusion of a separate step between  
5 Creagli and Oliphenol, as set forth above in paragraph 73 above.

6       92. Plaintiffs are informed and believe and thereon allege that the 2019 Transaction was  
7 made by Dr. Crea with Caliscana to Oliphenol with the intent to hinder, delay and defraud the  
8 Debtor's creditors by transferring all of the Creagri Assets to Oliphenol without compensation to any  
9 of the Debtor's creditors and with only Dr. Crea and the other Defendants benefitting from the  
10 transaction. Factors supporting this allegation are also set forth in paragraph 84 above.

11       93. Plaintiffs seek to recover the Creagri Assets, or the value of the Creagri Assets if  
12 ordered by the court, from Oliphenol as the initial transferee of the Creagri Assets, as the transfer from  
13 the Debtor, through Dr. Crea and Caliscana, to Oliphenol was part of a single transaction designed  
14 from start to finish. The goal was to transfer the Creagri Assets to Oliphenol free from the Debtor's  
15 creditors' claims.

16        94. In the alternative, Plaintiffs seek to recover the Creagri Assets, or the value of the  
17 Creagri Assets if ordered by the court, pursuant to Bankruptcy Code §550(a)(2). Plaintiffs are  
18 informed and believe and thereon allege that Oliphenol is not a good faith transferee as Dr. Crea and  
19 Raymond Chyc (or entities that they control) own and control Oliphenol. Plaintiffs are informed and  
20 believe and thereon allege that Dr. Crea and Raymond Chyc structured the 2019 Transaction with the  
21 specific intent of shielding the Creagri Assets from the Debtor's creditors.

**22** WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

## **FIFTH CLAIM FOR RELIEF**

**(Fraudulent Transfer Under 11 U.S.C. §§ 548(a)(1)(B) and 550 Against Oliphenol)**

25        95. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
26 forth above in Paragraphs 1 through 73, and 76 through 81.

27        96.      The 2019 Transaction was a transfer of an interest of the Debtor in property – namely,  
28 the Creagri Assets.

1       97.     The 2019 Transaction occurred within 2 years of the filing of the petition initiating the  
2 Bankruptcy Case. The 2019 Transaction began with Dr. Crea transferring the Debtor's property--the  
3 Creagri Assets--from the Debtor to Dr. Crea, who immediately transferred it to his wholly-owned  
4 company, Caliscana. Caliscana then transferred the Creagri Assets to Oliphenol, which simultaneously  
5 transferred a security interest to Ontario Inc.

6       98.     The 2019 Transaction occurred within two years of the Debtor filing its bankruptcy  
7 petition.

8       99.     Although Caliscana is nominally a separate entity from Dr. Crea, its form as a separate  
9 limited liability company must be disregarded, as Caliscana existed solely for the purpose of  
10 transferring the Creagri Assets from the Debtor to Oliphenol, and thereby created the illusion of a  
11 separate step between Creagri and Oliphenol, as set forth above in paragraph 73 above.

12      100.    Creagri received less than a reasonably equivalent value in exchange for the Creagri  
13 Assets as set forth in paragraphs 79 and 80 above.

14      101.    Plaintiffs are informed and believe and thereon allege, that Creagri was insolvent at the  
15 time, or became insolvent, as a result of the 2019 Transaction because the transaction left Creagri with  
16 no assets and millions of dollars in debt.

17      102.    Plaintiffs seek to recover the Creagri Assets, or the value of the Creagri Assets, if  
18 ordered by the court, from Oliphenol as the initial transferee of the Creagri Assets, as the transfer from  
19 the Debtor, through Dr. Crea and Caliscana to Oliphenol was part of a single transaction. It was  
20 designed from start to finish with the goal to transfer the Creagri Assets to Oliphenol free for the  
21 Debtor's creditors' claims.

22      103.    In the alternative, Plaintiffs seek to recover the Creagri Assets, or the value of the  
23 Creagri Assets if ordered by the court, pursuant to Bankruptcy Code §550(a)(2). Plaintiffs are  
24 informed and believe and thereon allege that Oliphenol is not a good faith transferee as Dr. Crea and  
25 Raymond Chyc (or entities that they control) own and control Oliphenol. Plaintiffs are informed and  
26 believe and thereon allege that Dr. Crea and Raymond Chyc structured the 2019 Transaction with the  
27 specific intent of shielding the Creagri Assets from the Debtor's creditors.

28      WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

## **SIXTH CLAIM FOR RELIEF**

**(Fraudulent Transfer Under 11 U.S.C. §§ 548(a)(1)(A) and 550  
Against Ontario Inc.)**

104. Plaintiffs reallege and incorporate herein by reference each and every allegation set forth above in Paragraphs 1 through 74, and 84.

105. The 2019 Transaction began with Dr. Crea transferring the Debtor's property--the Creagri Assets--from the Debtor to Dr. Crea, who immediately transferred it to his wholly-owned company, Caliscana, who then immediately transferred it to Oliphenol with a security interest to Ontario Inc.

106. The 2019 Transaction occurred within two years of the Debtor filing its bankruptcy petition.

107. Although Caliscana is nominally a separate entity from Dr. Crea, its form as a separate LLC must be disregarded, as Caliscana existed solely for the purpose of transferring the Creagli Assets from the Debtor to Oliphenol, and thereby create the illusion of a separate step between Creagli and Oliphenol for the reasons set forth in paragraph 73, above.

108. Plaintiffs are informed and believe and thereon allege that the 2019 Transaction was completed by Dr. Crea through Caliscana and by Raymond Chyc, who owns Ontario Inc., with the intent to hinder, delay and defraud Creagri's creditors by transferring all of the Creagri Assets to Oliphenol with a security interest in favor of Ontario Inc. without compensation to any of Creagri's creditors and with only Defendants benefiting from the transaction. Factors supporting this allegation are also set forth in paragraph 84.

109. Plaintiffs seek to recover the security interest in the Creagri Assets, or the value if ordered by the court, from Ontario Inc. as the initial transferee of the Creagri Assets, as the transfer from the Debtor, through Dr. Crea and Caliscana, to Oliphenol was part of a single transaction. It was designed from start to finish with the goal to transfer the Creagri Assets to Oliphenol with a security interest in favor of Ontario, Inc. free from the Debtor's creditors' claims.

110. In the alternative, Plaintiffs seek to recover the security interest in Creagri Assets, or its value if ordered by the court, pursuant to Bankruptcy Code § 550 (a)(2). Plaintiffs are informed and

1 believe and thereon allege that Ontario Inc. is not a good faith transferee because Raymond Chyc (or  
2 entities that he controls) own and control Oliphenol and Ontario Inc. Plaintiffs are informed and  
3 believe and thereon allege that Dr. Crea and Raymond Chyc structured the 2019 Transaction with the  
4 specific intent of shielding the Creagri Assets from the Debtor's creditors.

5 WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

6 **SEVENTH CLAIM FOR RELIEF**

7 **(Fraudulent Transfer Under 11 U.S.C. §§ 548(a)(1)(B) and 550 Against Ontario, Inc.)**

8 111. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
9 forth above in Paragraphs 1 through 74, and 76 through 81.

10 112. The 2019 Transaction was a transfer of an interest of the Debtor in property – namely,  
11 the Creagri Assets.

12 113. The 2019 Transaction occurred within 2 years of the filing of the petition initiating the  
13 Bankruptcy Case.

14 114. Creagri received less than a reasonably equivalent value in exchange for the Creagri  
15 Assets for the reasons set forth in Paragraphs 79 and 80 above.

16 115. Plaintiffs are informed and believe and thereon allege, that the Debtor was insolvent at  
17 the time, or became insolvent, as a result of the 2019 Transaction because the transaction left the  
18 Debtor with no assets and several million dollars in debt.

19 116. Plaintiffs seek to recover the security interest in the Creagri Assets, or the value if  
20 ordered by the court, from Ontario Inc. as the initial transferee of the Creagri Assets, as the transfer  
21 from the Debtor, through Dr. Crea and Caliscana, to Oliphenol was part of a single transaction. It was  
22 designed from start to finish with the goal to transfer the Creagri Assets to Oliphenol with a security  
23 interest to Ontario, Inc. free for the Debtor's creditors' claims.

24 117. In the alternative, Plaintiffs seek to recover the security interest in Creagri Assets, or its  
25 value if ordered by the court, pursuant to Bankruptcy Code § 550 (a)(2). Plaintiffs are informed and  
26 believe and thereon allege that Ontario, Inc. is not a good faith transferee because Raymond Chyc (or  
27 entities that he controls) own and control Oliphenol and Ontario Inc. Plaintiffs are informed and  
28 believe and thereon allege that Dr. Crea and Raymond Chyc structured the 2019 Transaction with the

1 specific intent of shielding the Creagri Assets from the Debtor's creditors.

2 WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

3 **EIGHTH CLAIM FOR RELIEF**

4 **(Breach of Fiduciary Duty Under Cal. Corps. Code § 309 Against Dr. Crea)**

5 118. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
6 forth above in Paragraphs 1 through 79.

7 119. Dr. Crea owed fiduciary duties to the Debtor and its shareholders by virtue of his status  
8 as the CEO, Director, and controlling shareholder of the Debtor.

9 120. Plaintiffs are informed and believe, and thereon allege, that Dr. Crea entered into the  
10 2019 Transaction solely for his own benefit and not for the benefit of the Debtor.

11 121. Dr. Crea breached his fiduciary duties to the Debtor by causing it to sell substantially  
12 all of its assets in the 2019 Transaction without any compensation, and by retaining the amount he  
13 received from Oliphenol and Ontario Inc. in exchange for the Creagri Assets.

14 122. Plaintiffs are informed and believe, and thereon allege, that Dr. Crea breached his  
15 fiduciary duty to the Debtor by, among other things, a) failing to hold a properly called board of  
16 directors meeting to approve the 2019 Transaction, and particularly the Creagri Sale Agreement; b)  
17 purporting to reaffirm the amount of the 2008 Bridge Notes which had expired, and including in that  
18 amount usurious interest; c) failing to hold a shareholder meeting to approve the sale of substantially  
19 all of the Debtor's assets; and d) apparently presenting false documents in the context of the 2019  
20 Transaction to reflect a board of directors resolution and a shareholder resolution when neither had  
21 been properly issued.

22 123. Plaintiffs are informed and believe, and thereon allege, that had the 2019 Transaction  
23 never occurred, the Debtor could have sold the Creagri Assets for an amount resulting in  
24 compensation to the Debtor, and could have repaid some or all of its debts to Plaintiffs and to other  
25 creditors. The Creagri Assets had value, as evidenced by the new third-party investors' payment of  
26 \$1,750,000 and granting of an ownership interest in Oliphenol to Dr. Crea as part of the 2019  
27 Transaction.

28 124. Plaintiffs purchased the right to pursue this action against Dr. Crea on behalf of the

1 Debtor and the Estate, which will be entitled to a portion of any amount recovered as set forth the in  
2 the order of the Bankruptcy Court approving the purchase by Plaintiffs.

3 WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

4 **NINTH CLAIM FOR RELIEF**

5 **(Breach of Contract/Successor Liability Against Olipheno)**

6 125. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
7 forth above in Paragraphs 1 through 84.

8 126. Creagri breached its contracts with Valdevit as follows:

- 9 a. Creagri entered into contracts with Valdevit in the form of the Valdevit Notes.  
10 b. Valdevit fully performed all of his obligations under the Valdevit Notes.

11 Among other things, Valdevit loaned the money required under the Valdevit Notes to Creagri,  
12 and made a demand for payment under the Valdevit Notes in accordance with the instruments'  
13 express terms.

14 c. Creagri failed to perform its obligations under the Valdevit Notes by failing to  
15 pay to Valdevit all principal and accrued interest thereunder on or after the date of Valdevit's  
16 demand for payment.

17 d. Valdevit was harmed by Creagri's failure to pay the amounts due under the  
18 Valdevit Notes because at least \$3,208,488.58 was due and payable under the Valdevit Notes  
19 as of June 30, 2021, and interest continues to accrue.

20 e. Creagri's breach of contract was a substantial factor in causing Valdevit's harm  
21 because Creagri was liable under the Valdevit Notes and failed to repay the Valdevit Notes.

22 127. Creagri breached its contracts with Carr & Ferrell as follows:

23 a. Creagri entered into a contract with Carr & Ferrell in the form of the Carr &  
24 Ferrell Engagement Letter.

25 b. Carr & Ferrell fully performed all of its obligations under the Carr & Ferrell  
26 Engagement Letter. Among other things, Carr & Ferrell performed all legal services required  
27 of it under the Carr & Ferrell Engagement Letter.

28 c. Creagri failed to perform its obligations under the Carr & Ferrell Engagement

1 Letter by failing to pay the invoices issued by Carr & Ferrell for legal services performed and  
2 costs incurred on behalf of Creagri.

3 d. Carr & Ferrell was harmed by Creagri's failure to pay the amounts due under  
4 the Carr & Ferrell Engagement Letter because at least \$878,986.47 was due and payable under  
5 the Carr & Ferrell Engagement Letter as of May 12, 2021, and interest continues to accrue.

6 e. Creagri's breach of contract was a substantial factor in causing Carr & Ferrell's  
7 harm because Creagri was liable under the Carr & Ferrell Engagement Letter and failed to pay  
8 the amounts due thereunder.

9 128. Oliphenol is liable for the debts of Creagri under the doctrine of successor liability for  
10 at least three reasons. First, based on the Debtor's Information, Oliphenol is merely a continuation of  
11 Creagri because no adequate consideration was given to Creagri in exchange for the Creagri Assets in  
12 the 2019 Transaction, and because Dr. Crea was the CEO, a director, and the majority shareholder of  
13 Creagri and is the CEO, CSO and owner of a 40% membership interest in Oliphenol.

14 129. Second, Plaintiffs are informed and believe, and thereon allege, that the 2019  
15 Transaction was entered into fraudulently to escape liability for Creagri's debts, because the 2019  
16 Transaction allowed Oliphenol to assume all of the assets and continue the business of Creagri without  
17 paying Creagri any compensation and without expressly assuming Creagri's debts.

18 130. Third, Plaintiffs are informed and believe, and thereon allege, that Oliphenol has  
19 assumed and continued to use the names, products, formulas, proprietary information, trademarks,  
20 customer lists and suppliers of Creagri without payment.

21 WHEREFORE, Plaintiffs respectfully request the relief hereinafter set forth.

22 **TENTH CLAIM FOR RELIEF**

23 **(Unfair Business Practices Under Cal. Bus. & Profs. Code §17200 Against All Defendants)**

24 131. Plaintiffs reallege and incorporate herein by reference each and every allegation set  
25 forth above in Paragraphs 1 through 79.

26 132. The Defendants committed acts that are unlawful in the completion of the 2019  
27 Transaction because the transaction violated various laws including, without limitation, 11 U.S.C. §  
28 548, California Civil Code §§ 3439 *et seq.*, and California Corporations Code § 309.

1        133. Plaintiffs suffered injuries in fact and loss of money due to the 2019 Transaction  
2 because the transaction resulted in the loss of substantially all of Creagri's Assets without any payment  
3 to Creagri or its creditors at a time when Creagri owned money to the Plaintiffs.

**WHEREFORE**, Plaintiffs respectfully request the relief hereinafter set forth.

## **PRAYER**

**6 As to the First and Second Claim for Relief against Dr. Crea and Caliscana:**

7        1.      Avoidance of the 2019 Transaction and recovery from each of these Defendants of the  
8 Creagri Assets received.

9           2.       In the alternative, restitution of the value of the Creagri Assets at the time of the 2019  
10 Transaction, or such higher value as may be required to avoid injustice, and all profits derived from  
11 use of the Creagri Assets since the 2019 Transaction.

**12 | As to the Third Claim for Relief against Dr. Crea and Caliscana:**

**13** 3. Avoidance of the 2019 Transaction and recovery from each of these Defendants.

4. A constructive trust over the Creagri Assets and all proceeds derived therefrom.

15           5.       A temporary and permanent injunction prohibiting these Defendants from further  
16 transferring the Creagri Assets and any proceeds derived therefrom, except in accordance with an  
17 order of this Court.

18        6. An award of money damages in an amount to be determined and according to proof,  
19 together with interest thereon to the date the judgment is satisfied.

**20** As to the Fourth and Fifth Claims for Relief against Oliphene:

21           7.       Avoidance of the 2019 Transaction and recovery from this Defendant of the Creagli  
22 Assets received by it.

23           8.        In the alternative, restitution of the value of the Creagri Assets at the time of the 2019  
24 Transaction, or such higher value as may be required to avoid injustice, and all profits derived from  
25 use of the Creagri Assets since the 2019 Transaction.

**26 As to the Sixth and Seventh Claims for Relief against Oliphene:**

27           9.       Avoidance of the 2019 Transaction and recovery from this Defendant of the Creagri  
28 Assets received by it.

1           10. In the alternative, restitution of the value of the Creagri Assets at the time of the 2019  
2 Transaction, or such higher value as may be required to avoid injustice, and all profits derived from  
3 use of the Creagri Assets since the 2019 Transaction.

4 **As to the Eighth Claim for Relief against Dr. Crea:**

5           11. Direct and consequential damages resulting from Dr. Crea's breach of fiduciary duty in  
6 an amount to be proved.

7 **As to the Ninth Claim for Relief against Oliphonol:**

8           12. Damages in the amount of all of the outstanding claims against the Debtor.

9 **As to the Tenth Claim for Relief against all Defendants:**

10          13. Direct damages in an amount to be proved.

11 **As to all Claims for Relief against all Defendants:**

12          14. An award of Plaintiffs' reasonable costs, disbursements, and attorneys' and expert fees;  
13 and

14          15. Such further relief as the Court deems proper.

15

16          Dated: January 31, 2022

BINDER & MALTER LLP

17

18

/s/Wendy W. Smith

19

Wendy W. Smith, Attorneys Creditor  
Carr & Ferrell LLP

20

21

Dated: January 31, 2022

SSL LAW FIRM LLP

22

23

/s/Ivo Keller

24

Ivo Keller, Attorneys Creditor  
Ezio Valdevit

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